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EXAMINER

RHODE JR, ROBERT E

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 07/23/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/579,789

Applicant(s)

REIFEL ET AL.

Examiner

Rob Rhode

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 07 July 2003.
- 2a) ☐ This action is FINAL. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-96 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-96 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 26 May 2000 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

Response to Amendment

The office action of 03-26-03 rejected claims 10, 19, 20 and 35 - 39 and 22 as being unpatentable over Zander in view of Segal. Claims 1- 3 and 6 - 9 were rejected as unpatentable over PTN in view of Segal and Sheridan and claims 4 – 5 were rejected as unpatentable over PTN, Segal and Sheridan, and further in view of Bezos. Claims 12, 29 and 42 – 44 were rejected as being unpatentable over the combination of Zander and Segal and further in view of Frey and claims 11 and 13 – 18 were rejected as unpatentable over the combination of Zander and Segal and further in view of Fichtner. Additionally, claims 21 – 28 and 30 – 31 were rejected as being unpatentable over the combination of Zander and Segal and further in view of Enomoto and claims 32 – 34 and 40 – 41 were rejected as unpatentable over the combination of Zander and Segal in view of PTN.

Applicant amendment of 07-07-03 amended the specification and claims 1, 6 – 8, 10 – 11, 35, 40 and 42 and added new claims 45 - 96 as well as traversed rejections of Claims 1 - 44.

Currently, claims 1- 22 are pending.

Response to Arguments

Applicant's arguments with respect to claims 1 - 44 have been considered but are moot in view of the new ground(s) of rejection.

Specification

The lengthy specification has not been checked to the extent necessary to determine the presence of all possible minor errors. Applicant's cooperation is requested in correcting any errors of which applicant may become aware in the specification.

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

In Claims 1 - 56, the claimed invention is directed to non-statutory subject matter. The claims are directed to a process that does nothing more than manipulate an abstract idea. There is no practical application in the technological arts. See *In re Musgrave*, 431 F.2d 882, 167 USPQ 280 (CCPA 1970) and *AT&T v. Excel Communications Inc.*, 172 F.3d at 1358, 50 USPQ2d at 1452.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

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Claims 1, 6 – 11, 19 – 28, 30 – 47, 49 – 58, 62 – 68, 70 – 78 and 82 - 96 are rejected under 35 U.S.C. 103(a) as being unpatentable over the combination of Zander (US 5,963,752) and Photographic Trade News, "Satisfaction Yields Future Gains"; July 1994 (hereafter referred to as "PTN") in view of Enomoto (US 5,974,401), and further in view of Steinberg (US 6,587,949 B1).

Regarding claim 1 and related claims 10, 35, 40, 42, 57 and 77 (Currently Amended), the combination of Zander, PTN, Enomoto and Steinberg teach a method, system and medium of providing cameras to consumers in exchange for a commitment (see at least Zander Col 1, lines 53 – 57 and Figure 16), the method comprising the steps of: Zander teaches creating a contract between camera provider and a consumer for a camera for said commitment (see at least Col 2, lines 2 – 15 and Figure1) and providing the consumer with the camera, in response to the consumer entering into the commitment(see at least Col 5, lines 46 – 50) - as well printing the secured first image (see at least Col 2, lines 1 – 2). Regarding claim 43, Zander teaches a method of providing a camera to a user (see at least Abstract). In addition and regarding claim 46 and related claim 87 (New), Zander teaches a method further comprising the steps of transferring personal information from said consumer to said camera provider; and retaining said personal information within a consumer database (see at least Col 1, line 55) and (47 and related claims 11, 47, 56, 68 and 88) wherein said personal/user information comprises; consumer name consumer identification code; mailing address; billing address; e-mail address; other contact information such as phone numbers and

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fax numbers: billing information including credit card information: preferred print image provider: reprint / enlargement size preference: reprint / enlargement size preference: finish preference: camera brand, type, and specifications; internet service type and connection speed: contract data picture development and reproduction counters number of prints remaining to meet contract commitment: security settings unlocking keys, activation code: and usage pattern information (Col 1, line 55). Please note that Zander is silent regarding all the different fields that can be available for filling out in a database application for a user/consumer – as claimed. However and as noted by Zander, information is entered by the retailer (Col 1, line 55), which would have to be database in order to retain the necessary information regarding the customer and the agreement. Moreover, a database can have as many fields as necessary for filling in information required to service the customer agreement and this technique of multiple fields available for entering information in databases as has been old and well know in the data processing art for years. In that regard, it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the method of Zander with these capabilities in order to capture the necessary information deemed important/significant to the camera provider. In addition and regarding claims 31(New) - Please note, Zander is silent to the business entity providing the camera. However, it is well known that the provider could have been a print house as well as the camera manufacturer and is reflected in the business entity assignee for the Zander patent. Moreover, these types of incentive programs as claimed have been known for years - such as Book-of-the-Month Club. Therefore, it would have been obvious to have either

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a print house or a manufacturer to provide the camera as part of the incentive program. Regarding claim 36(Original), Zander teaches a method, wherein the camera is rented at an automated kiosk (Figure 1) and (37) wherein the user is charged an additional fee if the camera is not returned within a predetermined amount of time. Please note Zander is silent regarding charging additional fee for late returns of the camera. However, Zander does describe, "renting" a camera and it is old and well known that a consumer is charged an additional fee if the rented item is returned late. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have rental agreement include a late fee charge. Regarding claims 53, 74 and 94 (New), Zander teaches wherein the camera provider and the image processor are associated with the camera manufacturer (Figure 1). With regard to claim 67, Zander teaches a system further comprising a consumer database in communication with the camera provider retaining personal information transferred from said consumer to said camera provider (see Col 1, line 55).

However, Zander does not specifically disclose and teach wherein said creating of the contract comprises the steps of: offering by said camera provider said camera for a commitment by the consumer to purchase at least a first amount of image reproductions within a selected amount of time, committing by said consumer of the purchase of at least the first amount of image reproductions within the selected amount of time.

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On the other hand wherein said creating of the contract comprises the steps of: PTN teaches offering by said camera provider said camera for a commitment by the consumer to purchase at least a first amount of image reproductions within a selected amount of time (see Page 2, Para 5), committing by said consumer of the purchase of at least the first amount of image reproductions within the selected amount of time (Page 2, Para 5). Moreover:

regarding claim 9 and related claims 65 and 85(Original), PTN teaches a method, wherein the camera is provided at least partly in response to an amount paid by the consumer for the camera, wherein the amount is related to the number of reproductions the consumer committed to purchase (Page 2, Para 9).

regarding claims 20, 21, 22, 24, 25, 33, 34, 41, 50 and related claim 91, claims 51 – 52 and claims 71, 72 and 73 as well as claims 92 - 93, the recitations that “wherein the type of camera provided is based at least in part on the extent of the commitment”, “wherein the first amount is a dollar amount”, “wherein the first amount is a quantity of image reproductions”, “wherein the commitment is to be fulfilled within a predetermined amount of time”, “fixing the price to the user of at least a first type of image reproduction for at least the predetermined amount of time”, “wherein the camera is provided with no initial cost or charge to the user”, “wherein the camera is provided at a reduced cost to the user in exchange for the commitment”, “where the camera manufacturer provides the camera at a discount in return for a commitment on the part of the distributor that

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the camera manufacturer will be paid said at least first amount", " wherein the Camera provider discounts the price of said camera for committing by said consumer of the purchase of at least the first amount of image reproductions" , "wherein the camera provider leases said camera for committing by said consumer of the purchase of at least the first", "wherein the Camera provider said camera at not cost for committing by said consumer of the purchase of at least the first amount of image re reductions", "wherein the camera provider discounts the price of said camera for committing by said consumer of the purchase of at least the first amount of image reproductions", "wherein the camera provider leases said camera for committing by said consumer of the purchase of at least the first amount of image reproductions", " wherein the camera provider offers said camera at no cost for committing by said consumer of the purchase of at least the first amount of image reproductions" and wherein the camera provider leases said camera for committing by said consumer of the purchase of at least the first amount of image reproductions" as well as "wherein the camera provider said camera at no cost for committing by said consumer of the purchase of at least the first amount of image reproductions" such recitations are given little patentable weight because they impart no structural or functional specificity which serves to patentably distinguish the instant invention from the other "commitments" already disclosed by PTN.

please note and regarding claims 32 and 40; PTN and Zander do not specifically mention a distributor providing a manufacturer a fee/markup based on image reproduction sales. However, it is old and well known for distributors and manufacturers

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to establish contract agreements based on each marketplace's most efficient channels of distribution - to best service the consumer(s) and to ensure product sales for the purpose of mutual revenue generation. Therefore it would be obvious for a distributor and/or manufacturer to establish such a contract in order to increase current and future sales for both parties and share profits.

please note and regarding claim 39(Original), Zander and PTN are silent regarding "wherein an additional fee is charged for orders costing more than the first fee". It is old and well known that the customer who increases their order such as having additional prints made – will pay more fee when the order is outside or in addition to a previous order and/or agreement. In that regard, it would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the method of Zander and PTN with capability as with any commercial transaction to increase fees on orders as warranted.

please note and regarding claim 44 (Original), the combination of Zander and PTN are silent regarding selling the camera to the user at the end of a specific time period.

However, Zander does address purchasing (see Col 2, line 7), which teaches a method of providing a camera to a user, further comprising selling the camera to the user after a first period, which have included selling the rented camera to the consumer/user. It would have been obvious to one of ordinary skill in the art at the tie of the invention to

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have provided the method of Zander and PTN with the ability for the consumer to buy the camera at the end of the rental/incentive program time period.

please note and regarding claim 49 (New) and related claims 70 and 90, Zander and PTN are silent regarding a method further comprising the step of providing coupons to said consumer based on said personal information. However, it was old and well known at the time of the invention that a merchant and/or advertiser would have and/or did provide coupons based on supplied personal information – in order to incentivise and compensate the consumer for taking the time to supply the provided/advertiser with the required information. In that regard, it would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the combination of Zander and PTN with a method of providing coupons to a consumer – in return for providing personal information.

It would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the method of Zander with the method of PTN to have enabled the providing of cameras to consumers in exchange for a commitment, the method comprising the steps of: creating a contract between camera provider and a consumer for a camera for said commitment and providing the consumer with the camera, in response to the consumer entering into the commitment, wherein said creating of the contract comprises the steps of: offering by said camera provider said camera for a commitment by the consumer to purchase at least a first amount of image reproductions

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within a selected amount of time, committing by said consumer of the purchase of at least the first amount of image reproductions within the selected amount of time as well printing the secured first image – in order to have the cameras a part of the incentive program, which can increase sales for both the manufacturer as well as the retailer/distributor. In this manner, this packaged incentive program will increase the probability that the customer will be pleased by this approach and buy the package. Additionally, the combination in this package will increase the probability of sales for both the camera manufacturer and the film producer – which will increase their willingness to fund through a distributor this type of marketing program.

The combination of Zander and PTN disclose and teach key components of the invention.

However, the combination does not specifically teach transferring images acquired by said camera to an image processor.

On the other hand, Enomoto teaches transferring images acquired by said camera to an image processor (see at least Abstract, Col 2, lines 10 – 31, Col 3, lines 21 – 30 and Figure 1). Moreover:

regarding claim 23, (Original), Enomoto teaches a method, further comprising: receiving user profile information; and storing at least a portion of the user profile information in

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the camera (see at least Abstract, Col 2, lines 10 – 31, Col 3, lines 21 – 30 and Figure 1).

regarding claim 26 (Original), Enomoto teaches a method, further comprising receiving an order for hard copy image reproductions, where the user places the order using a camera user interface (see at least Abstract, Col 2, lines 10 – 31, Col 3, lines 21 – 30 and Figure 1).

regarding claim 27 (Original), Enomoto teaches a method, further comprising receiving an order for hard copy image reproductions over a network (see at least Abstract, Col 2, lines 10 – 31, Col 3, lines 21 – 30 and Figure 1).

regarding claim 28 (Original), Enomoto teaches a method, further comprising receiving over a network images taken with the camera and receiving camera setting information associated with the images (Abstract, Col 2, lines 10 – 31, Col 3, lines 21 – 30 and Figure 1).

regarding claim 30 (Original), Enomoto teaches a method, further comprising receiving a designation from the user as to which print house is to print images ordered by the user (see at least Abstract, Col 2, lines 10 – 31, Col 3, lines 21 – 30 and Figure 1).

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please note and regarding claim 38 (Original), Enomoto is silent regarding a method, wherein the computer is located remotely from where the camera was rented. However and in combination with Zander, the camera could have been available separately from the computer. In that manner, the consumer could have rented/purchased the camera from a merchant – with a method of Zander and thereby increasing additional sales as well as convenience for the consumer.

please note regarding claim 54 and related claims 75 and 95 (New), Enomoto is silent with respect to a method further comprising the step of reviewing by the consumer of said images acquired by said camera; and selecting desired images acquired by said camera for reproduction. However, it is well known in the consumer's selection process to choose the pictures that they wish to have developed. In that regard, it would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the combination of Zander, PTN and Enomoto with a process for the consumer to select only the pictures that they wish to have developed. In this manner, the consumer's satisfaction will be increased as a result of saving money.

regarding claim 55 (New) and related claims 76 (New) and 96 (New), Enomoto teaches a method wherein said images acquired by said camera are retained in an image database of said image processor (Col 8, lines 19).

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It would have been obvious to one of ordinary skill in the art at the time of the invention to have provide the combination of Zander and PTN with the method, system and medium of Enomoto to enable transferring images acquired by said camera to an image processor – in order to provide an online developing service. In that regard, the consumer's convenience will be increased, thereby increasing their satisfaction. Moreover, the consumer as a result of their increased satisfaction will be more likely to use additional provided services as well as recommend the service to others.

The combination of Zander, PTN and Enomoto substantially disclose and teach the applicant's invention.

However, the combination does not specifically disclose and teach securing at least a first image taken with acquired from the to prevent the consumer from obtaining the first image made from a source not associated with the camera provider.

On the other hand, Steinberg teaches securing at least a first image taken with acquired from the to prevent the consumer from obtaining the first image made from a source not associated with the camera provider (see at least Abstract, Col 2, lines 37 – 42 and Figure 1). Moreover:

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regarding claim 6 and related claims 62 and 82 (Currently Amended), Steinberg teaches a method, wherein the secured first image is received from a terminal to which the first image has been transferred from the camera (see at least Figure 1).

regarding claim 7 and related claims 63 and 83 (Currently Amended), Steinberg teaches a method, wherein images taken by the camera are secured by the camera until the consumer has fulfilled the commitment and an unlocking code has been received by the camera. Please note that Steinberg is silent regarding the consumer not receiving an unlock code until after fulfilling their commitment. As noted previously, PTN fully addresses the commitment and this is claim an obvious variation. Therefore, the combination of PTN and Steinberg would have provided this feature and thereby it would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the method of Steinberg with the method of PTN – in order to only provide the camera unlocking code only after the consumer has fulfilled their commitment. Therefore assuring the ability to at least recoup the investment of the channel partners in this marketing program.

regarding claim 66, Steinberg teaches a system wherein the image securing device encrypts said first image (see at least Abstract).

regarding claim 19 (Previously Amended) and related claims 45 and 86 (New), Steinberg teaches a method, further comprising encrypting by the camera of at least a

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first image captured by said camera to prevent the user from having prints of at least the first image from a source not associated with a provider of said camera (see at least Abstract and Col 2, lines 37 – 42).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have provide the combination of Zander, PTN and Enomoto with the method, system and medium of Steinberg to enable securing at least a first image taken with acquired camera to prevent the consumer from obtaining the first image made from a source not associated with the camera provider - in order to ensure that the entity offering the incentive will recoup their initial investment. Without this ability to recoup the initial investment for the incentive program, the business entities will not be able to ensure themselves and other sponsors – such as a camera manufacturer, advertisers and/or a film producer of an ability to recoup their initial investment.

Please note and regarding claim 2 with related claims 58 and 78 as well as claim 8 and related claims 64 and 84, the above combination is silent with respect to both allowing images to be taken with the camera to be displayed on the a camera display – as well as receiving image information such as ISO, aperture or shutter speed information in association with an encrypted image. It is old and well-known for digital camera's to provide the capability to allow images to be displayed on the camera and to provide information about films and cameras when submitting a film order for photo processing, such as whether the camera is a 135 mm type, and it would have been obvious to one

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of ordinary skill to provide such camera with display capabilities as well as information to aid in better print processing of an order or image reproduction by a photo processor and increase consumer satisfaction, which thereby will increase the probability that the consumer will return for additional purchases.

Claims 3, 59 and 79 are rejected under 35 U.S.C. 103(a) as being unpatentable over the combination of Zander, PTN, Enomoto and Steinberg as applied to claims 1, 57 and 77 above, and further in view of Sheridan (US 5,760,917).

The combination of Zander, PTN, Enomoto and Steinberg substantially disclose and teach the applicant's invention.

However, the combination does not specifically disclose and teach a method, further comprising allowing low resolution versions of images taken with the camera to be transferred from the camera.

Regarding claims 3 and related claims 59 and 79, Sheridan teaches a method, further comprising allowing low-resolution versions of images taken with the camera to be transferred from the camera (see at least Col 5, lines 34 – 42).

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It would have been obvious to one of ordinary skill in the art at the time of the invention have provided the combination of Zander, PTN, Enomoto and Steinberg with the method of Sheridan to have enabled transfer of low resolution versions of the images – in order to ensure that these will not serve for the customer as the final prints, due to lack of clarity. In this manner, the provider of the service can be assured that consumer will have to use their developing capabilities and thereby protect their investment(s).

Claims 4, 5, 60 – 61 and 80 - 81 are rejected under 35 U.S.C. 103(a) as being unpatentable over the combination of Zander, PTN, Enomoto and Steinberg as applied to claims 1, 57 and 77 above, and further in view of Bezos (US 6,029,141).

The combination of Zander, PTN, Enomoto and Steinberg substantially disclose and teach the applicant's invention.

However the combination of Zander, PTN, Enomoto and Steinberg does not specifically disclose and teach a method further comprising: receiving an order for an image print from someone other than the consumer; and crediting the consumer's commitment fulfillment based on the order and receiving an order for an image reproduction from someone other than the consumer, and providing the consumer a benefit based on the order.

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On the other hand and regarding claim 4 and related claims 5, 60, 61, 80 and 81, Bezos teaches a method, further comprising: receiving an order for an image print from someone other than the consumer; and crediting the consumer's commitment fulfillment based on the order (see at least Abstract).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the combination of Zander, PTN, Enomoto and Steinberg with the method, system and medium of Bezos to have enable receiving an order for an image print from someone other than the consumer; and crediting the consumer's commitment fulfillment based on the order and receiving an order for an image reproduction from someone other than the consumer, and providing the consumer a benefit based on the order – in order to provide a financial reward to the consumer for purchases by others. In this manner, it would facilitate potential additional sales, which will benefit - with increased revenues all the channel partners offering this incentive program.

Claims 12, 29, 48, 69 and 89 are rejected under 35 U.S.C. 103(a) as being unpatentable over the combination of Zander, PTN, Enomoto and Steinberg as applied to claims 11, 10, 46, 67 and 77 above, and further in view of Frey (US 6,369,908 B1).

The combination of Zander, PTN, Enomoto and Steinberg substantially disclose and teach the applicant's invention.

However, the combination does not specifically disclose and teach method, further comprising selecting advertising to be presented to the user based at least in part on the camera usage information and downloading an advertisement into the camera and displaying the advertisement on a camera display – as well as providing advertising to said consumer based on said personal information.

On the other hand and regarding claim 12 (Original), Frey teaches a method, further comprising selecting advertising to be presented to the user based at least in part on the camera usage information (see at least Abstract, Col 3, lines 31 – 49 and Col 5, lines 40 – 43).

Regarding claim 29 (Original), Frey teaches a method, further comprising downloading an advertisement into the camera and displaying the advertisement on a camera display (see at least Abstract, Col 3, lines 31 – 49 and Col 5, lines 40 – 43).

Regarding claim 48 and related claim 89 please note Frey is silent with regard to specifically tailoring the advertising to the consumer's personal information. However, this method had been previously and frequently used prior to the applicant's invention in Internet advertising applications. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the method of Frey

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with the capability to tailor advertising to specific consumer profile information – and thereby ensuring relevance to the consumer.

Regarding claim 69 (New), Frey teaches camera distribution system further comprising an advertising provider in communication with the consumer database and said consumer to convey advertising information to said consumer based on said personal information through said image reproductions in return for credit toward said commitment for image reproductions (see at least Abstract). Please note that Frey is silent with respect to credit for image reproductions. However and as noted earlier, Frey in combination with the method and system of PTN would be able to provide credit/incentives for image reproductions.

It would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the combination of Zander, PTN, Enomoto and Steinberg with method of Frey to have enabled selecting advertising to be presented to the user based at least in part on the camera usage information and downloading an advertisement into the camera and displaying the advertisement on a camera display as well as providing advertising to said consumer based on said personal information – in order to provide relevant advertising tailored to the consumer. In this manner, it would have provided potential useful information to the consumer as well as potentially increasing sales for the provided – as well generating additional revenues from advertisers.

Claims 13 –18 are rejected under 35 U.S.C. 103(a) as being unpatentable over the combination of Zander, PTN, Enomoto and Steinberg as applied to claims 11 and 10 above, and further in view of Fitchtner (US 6,360,362).

The combination of Zander, PTN, Enomoto and Steinberg substantially disclose and teach the applicant's invention.

However, the combination does not specifically disclose and teach a method further comprising modifying camera performance based at least in part on the camera usage information; and predicting camera battery life based at least in part on the number of pictures taken with the camera during a predetermined time period; and predicting when camera memory will be full based at least in part on the number of pictures taken with the camera during a predetermined time period; and modifying camera energy management based at least in part on -the number of pictures taken with the camera during a predetermined time period; and wherein at least a portion of the camera usage information is stored in camera memory; and wherein at least a portion of the camera usage information is stored on a server associated with a Web site.

On the other hand and regarding claim 13, Fitchtner teaches a method further comprising modifying camera performance based at least in part on the camera usage

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information (see at least Abstract, Col 1, lines 11 – 53 and Col 7, line 65 as well as Col 8, line 27).

Regarding claim 14(Original), Fitchtner teaches a method, further comprising predicting camera battery life based at least in part on the number of pictures taken with the camera during a predetermined time period (see at least Abstract, Col 1, lines 11 – 53 and Col 7, line 65 as well as Col 8, line 27).

Regarding claim 15(Original), Fitchtner teaches a method, further comprising predicting when camera memory will be full based at least in part on the number of pictures taken with the camera during a predetermined time period (see at least Abstract, Col 1, lines 11 – 53 and Col 7, line 65 as well as Col 8, line 27).

Please note and regarding claim 16 and 17 (Original), the combination of Zander, PTN, Enomoto and Steinberg as well as Fitchtner are silent regarding predicting when camera battery life or memory space will be exhausted based on the number of pictures taken during a predetermined time period. However, it is old and well known in the camera art to display on a camera the number of pictures taken versus the total number of pictures possible, as well as displaying a low battery state of the camera. It would be obvious to one of ordinary skill in the art at the time of the invention to have provided the combination of Zander, PTN, Enomoto, Steinberg and Fitchtner with the capability to

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predict the camera's condition based in displayed camera indicators generated from, in the case of a digital camera, data stored in the camera's memory.

Regarding claim 18 (Original), Fitchtner teaches a method as defined, wherein at least a portion of the camera usage information is stored on a server associated with a Web site (see at least Abstract, Col 1, lines 11 – 53 and Col 7, line 65 as well as Col 8, line 27).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have provided the combination of Zander, PTN, Enomoto and Steinberg with the method of Fitchtner to have enabled modifying camera performance based at least in part on the camera usage information; and predicting camera battery life based at least in part on the number of pictures taken with the camera during a predetermined time period; and predicting when camera memory will be full based at least in part on the number of pictures taken with the camera during a predetermined time period; and modifying camera energy management based at least in part on -the number of pictures taken with the camera during a predetermined time period; and wherein at least a portion of the camera usage information is stored in camera memory; and wherein at least a portion of the camera usage information is stored on a server associated with a Web site – in order to automatically upgrade a camera's software and/or hardware, thereby ensuring that the upgrade is performed correctly. With these capabilities, the

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customer's satisfaction will be increased, which will increase the probability of increased sales as well as the consumer recommending this service to others

Conclusion

The prior art made of record and not replied upon is considered pertinent to the applicant's case. The prior art includes Segal (US 6,167,251), which addresses a service secured by encrypted per-paid time commitment with unique identifiers, "Special Delivery; Books were just the beginning. Now you can get everything from potato chips to bath products sent to you each month"; State Journal Register; Springfield, Ill; Dec 12, 1999; Katheryn Rem Staff Writer and Parlushi (US 6,573,927), which addresses camera displays with print order capability and Watanabe (US 6,578,072 B2), which addresses a network photo service.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Rob Rhode whose telephone number is 703.305.8230. The examiner can normally be reached on M-F 7:30am - 4:00pm.

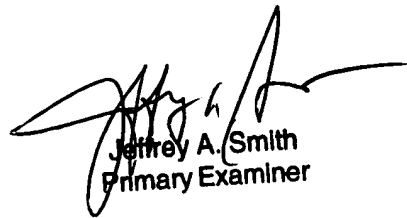
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703.308.1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703.305.7658 for regular communications and 703.308.3687 for After Final communications.

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Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.306.1113.

RER

July 17, 2003



Jeffrey A. Smith
Primary Examiner